

[illegible]

Governing Law

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

Limitations on Subcontracting - Monitoring and Compliance

This solicitation includes Federal Acquisition Regulation (FAR) 52.219-14, Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause.

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this

review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

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SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 CONTRACT ADMINISTRATION DATA**

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Contracting Officer 0010B
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown NJ 07724

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other [In accordance with Section B.2]

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 PRICE SCHEDULE

Base Period					
The Period of Performance shall be for 12 months from date of award.					
CLIN	Description	Qty	Unit	Unit Cost	Extended Cost
0001	<p>Project Management in accordance with (IAW) Performance Work Statement (PWS) Paragraph 5.1 and its associated subparagraphs.</p> <p>This Contract Line Item Number (CLIN) includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.1 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
0001AA	<p>Contractor Progress Status and Management Reports IAW PWS Paragraph 5.1.1.</p> <p>Due the fifth day of each month throughout the period of performance (PoP).</p> <p>Electronic submission to: Veterans Affairs (VA) Program Manager (PM), Contracting Officers Representative (COR), Contracting Officer (CO),</p>	12	EA	NSP	NSP

	<p>and Contract Specialist (CS).</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0001AB	<p>Technical Kickoff Meeting Minutes Plan IAW PWS Paragraph 5.1.2.</p> <p>Technical Kickoff Meeting to be held within 10 Days After Contract (DAC) Award. Meeting minutes are due within 3 days after the meeting.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0002	<p>Maintenance IAW PWS Paragraph 5.2 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.2 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
0002AA	Escalation Procedures IAW PWS Paragraph 5.2.	4	EA	NSP	NSP

	<p>Due 3 DAC.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0002AB	<p>Emergency Management Program After Action Report IAW PWS Paragraph 5.2.1.</p> <p>Due 2 days after Emergency Maintenance Event.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0002AC	<p>Preventive Maintenance Schedule IAW PWS Paragraph 5.2.3.</p> <p>Due 30 DAC.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0002AD	<p>Battery Quarterly Progress Report IAW PWS Paragraph 5.2.3.</p> <p>Due 30 days after contract award and updated every 90 days thereafter during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	LO	NSP	NSP

	Acceptance: destination				
0002AE	<p>Cable Test Results IAW PWS Paragraph 5.2.1.</p> <p>Due 3 days after cable maintenance is complete.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
0003	<p>Software Support IAW PWS Paragraph 5.3 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.3 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	1	LO	NSP	NSP
0003AA	<p>Software Assurance (SWA) and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8500 UMG Table 2- Entry #1</p>	1	EA	\$	\$

	<p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0003AB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #2</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AC	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: MA4000 Table 2- Entry #3</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AD	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p>	1	EA	\$	\$

	<p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: GNAV Table 2- Entry #4</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0003AE	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: OW5000 Table 2- Entry #5</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AF	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: QueWorX Table 2- Entry #6</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	EA	\$	\$

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
0003AG	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: UM8700 Table 2- Entry #7</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AH	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: UM8700 NeverFail Table 2- Entry #8</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AJ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning</p>	1	EA	\$	\$

	<p>upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: Call Recorder Table 2- Entry #9</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0003AK	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: MTS Call Accounting Table 2- Entry #10</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AL	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8500 Table 2- Entry #11</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	EA	\$	\$

	Inspection: destination				
	Acceptance: destination				
0003AM	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2. System: SV8500 Table 2- Entry #12 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
0003AN	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2. System: SV8100 Table 2- Entry #13 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
0003AP	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date as defined in PWS	1	EA	\$	\$

	<p>5.3 Table 2.</p> <p>System: OW5000 Table 2- Entry #14</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0003AQ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: QueWorX Table 2- Entry #15</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AR	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: Call Recorder Table 2- Entry #16</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$

0003AS	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #17</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AT	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #18</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AU	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300</p>	1	EA	\$	\$

	<p>Table 2- Entry #19</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0003AV	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #20</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AY	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #21</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003AZ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p>	1	EA	\$	\$

	<p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #22</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0003BA	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #23</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
0003BB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2.</p> <p>System: SV8300 Table 2- Entry #24</p> <p>Electronic submission to:</p>	1	EA	\$	\$

	VA PM, COR, CO Inspection: destination Acceptance: destination				
0003BC	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date as defined in PWS 5.3 Table 2. System: SV8300 Table 2- Entry #25 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
0004	Operational Support IAW PWS Paragraph 5.4 and its associated subparagraphs. This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs. Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.4 and successful submission of all pertinent SLIN deliverables under this CLIN.	12	MO	\$	\$
0004AA	Inventory Management Report IAW PWS	1	LO	NSP	NSP

	<p>Paragraph 5.4.4.</p> <p>Due 4 Months after contract award then updated every 6 months thereafter during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
0005	<p>Contractor Staff Report IAW PWS Paragraph 6.2.2.</p> <p>Due 3 DAC and updated throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
Base Period Total					\$

Optional Task 1- Transition Plan

To be exercised in accordance with Federal Acquisition Regulations (FAR) 52.217-7, Option for Increased Quantity-Separately Priced Line Item.

1101	<p>Transition Plan IAW PWS Paragraph 5.5.</p> <p>Due 21 days after optional task is exercised.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$	\$
Total Optional Task 1					\$

Optional Task 2- Certificate of Maintainability

To be exercised in accordance with Federal Acquisition Regulations (FAR) 52.217-7, Option for Increased Quantity-Separately Priced Line Item. The Period of Performance shall be for 12 months, to commence the first day after the completion date of the base period.					
1102	<p>Transition Plan IAW PWS Paragraph 5.6.</p> <p>Due 21 days after optional task is exercised.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	\$	\$
Total Optional Task 2					\$

Option Period 1					
To be exercised in accordance with Federal Acquisition Regulations (FAR) 52.217-9, Option to Extend the Term of the Contract. The Period of Performance shall be for 12 months, to commence the first day after the completion date of the base period.					
CLIN	Description	Qty	Unit	Unit Cost	Extended Cost
1001	<p>Project Management IAW PWS Paragraph 5.1 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.1 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$

1001AA	<p>Contractor Progress Status and Management Reports IAW PWS Paragraph 5.1.1.</p> <p>Due the fifth day of each month throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO, and CS.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	12	EA	NSP	NSP
1002	<p>Maintenance IAW PWS Paragraph 5.2 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.2 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
1002AB	<p>Emergency Management Program After Action Report IAW PWS Paragraph 5.2.1.</p> <p>Due 2 days after Emergency Maintenance Event.</p> <p>Electronic submission to:</p>	1	LO	NSP	NSP

	<p>VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
1002AD	<p>Battery Quarterly Progress Report IAW PWS Paragraph 5.2.3.</p> <p>Updated every 90 days during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
1002AE	<p>Cable Test Results IAW PWS Paragraph 5.2.1.</p> <p>Due 3 days after cable maintenance is complete.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
1003	<p>Software Support IAW PWS Paragraph 5.3 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.3 and successful</p>	1	LO	NSP	NSP

	submission of all pertinent SLIN deliverables under this CLIN.				
1003AA	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 UMG Table 2- Entry #1</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
1003AB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #2</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
1003AC	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p>	1	EA	\$	\$

	System: MA4000 Table 2- Entry #3 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
1003AD	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: GNAV Table 2- Entry #4 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AE	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: OW5000 Table 2- Entry #5 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AF	SWA and OEM Verification IAW PWS Paragraph 5.3.	1	EA	\$	\$

	<p>12 months software assurance beginning upon current expiration date.</p> <p>System: QueWorX Table 2- Entry #6</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
1003AG	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: UM8700 Table 2- Entry #7</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
1003AH	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: UM8700 NeverFail Table 2- Entry #8</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	EA	\$	\$

	Acceptance: destination				
1003AJ	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: Call Recorder Table 2- Entry #9 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AK	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: MTS Call Accounting Table 2- Entry #10 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AL	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8500	1	EA	\$	\$

	<p>Table 2- Entry #11</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
1003AM	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 Table 2- Entry #12</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
1003AN	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8100 Table 2- Entry #13</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
1003AP	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software</p>	1	EA	\$	\$

	<p>assurance beginning upon current expiration date.</p> <p>System: OW5000 Table 2- Entry #14</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
1003AQ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: QueWorX Table 2- Entry #15</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
1003AR	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: Call Recorder Table 2- Entry #16</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$

1003AS	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #17 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AT	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #18 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AU	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #19 Electronic submission to:	1	EA	\$	\$

	VA PM, COR, CO Inspection: destination Acceptance: destination				
1003AV	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #20 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AY	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #21 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003AZ	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date.	1	EA	\$	\$

	System: SV8300 Table 2- Entry #22 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
1003BA	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #23 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003BB	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #24 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
1003BC	SWA and OEM Verification IAW PWS Paragraph 5.3.	1	EA	\$	\$

	<p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #25</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
1004	<p>Operational Support IAW PWS Paragraph 5.4 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.4 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
1004AA	<p>Inventory Management Report IAW PWS Paragraph 5.4.4.</p> <p>Due 4 Months after contract award then updated every 6 months thereafter during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	LO	NSP	NSP

	Inspection: destination Acceptance: destination				
1005	Contractor Staff Report IAW PWS Paragraph 6.2.2. Updated throughout the PoP as required. Electronic submission to: VA PM, COR, CO. Inspection: destination Acceptance: destination	1	LO	NSP	NSP
Option Period 1 Total					\$

Option Period 2

To be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. The Period of Performance shall be for 12 months, to commence the first day after the completion date of Option Period 1.

2001	Project Management IAW PWS Paragraph 5.1 and its associated subparagraphs. This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs. Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.1 and successful submission of all pertinent SLIN deliverables under this CLIN.	12	MO	\$	\$
2001AA	Contractor Progress Status and Management	12	EA	NSP	NSP

	<p>Reports IAW PWS Paragraph 5.1.1.</p> <p>Due the fifth day of each month throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO, and CS.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2002	<p>Maintenance IAW PWS Paragraph 5.2 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.2 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
2002AB	<p>Emergency Management Program After Action Report IAW PWS Paragraph 5.2.1.</p> <p>Due 2 days after Emergency Maintenance Event.</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	LO	NSP	NSP

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
2002AD	<p>Battery Quarterly Progress Report IAW PWS Paragraph 5.2.3.</p> <p>Updated every 90 days during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
2002AE	<p>Cable Test Results IAW PWS Paragraph 5.2.1.</p> <p>Due 3 days after cable maintenance is complete.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
2003	<p>Software Support IAW PWS Paragraph 5.3 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.3 and successful submission of all pertinent SLIN</p>	1	LO	NSP	NSP

	deliverables under this CLIN.				
2003AA	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 UMG Table 2- Entry #1</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #2</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AC	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: MA4000 Table 2- Entry #3</p>	1	EA	\$	\$

	<p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2003AD	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: GNAV Table 2- Entry #4</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AE	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: OW5000 Table 2- Entry #5</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AF	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning</p>	1	EA	\$	\$

	<p>upon current expiration date.</p> <p>System: QueWorX Table 2- Entry #6</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2003AG	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: UM8700 Table 2- Entry #7</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AH	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: UM8700 NeverFail Table 2- Entry #8</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$

2003AJ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: Call Recorder Table 2- Entry #9</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AK	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: MTS Call Accounting Table 2- Entry #10</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AL	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 Table 2- Entry #11</p>	1	EA	\$	\$

	Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
2003AM	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8500 Table 2- Entry #12 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
2003AN	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8100 Table 2- Entry #13 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
2003AP	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration	1	EA	\$	\$

	<p>date.</p> <p>System: OW5000 Table 2- Entry #14</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2003AQ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: QueWorX Table 2- Entry #15</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AR	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: Call Recorder Table 2- Entry #16</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AS	<p>SWA and OEM Verification IAW PWS</p>	1	EA	\$	\$

	<p>Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #17</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2003AT	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #18</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003AU	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #19</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	EA	\$	\$

	Inspection: destination				
	Acceptance: destination				
2003AV	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #20 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
2003AY	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #21 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
2003AZ	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300	1	EA	\$	\$

	<p>Table 2- Entry #22</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2003BA	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #23</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003BB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #24</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
2003BC	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software</p>	1	EA	\$	\$

	<p>assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #25</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
2004	<p>Operational Support IAW PWS Paragraph 5.4 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.4 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
2004AA	<p>Inventory Management Report IAW PWS Paragraph 5.4.4.</p> <p>Due 4 Months after contract award then updated every 6 months thereafter during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	LO	NSP	NSP

	Acceptance: destination				
2005	<p>Contractor Staff Report IAW PWS Paragraph 6.2.2.</p> <p>Updated throughout the PoP as required.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
Option Period 2 Total					\$

Option Period 3

To be exercised in accordance with Federal Acquisition Regulations (FAR) 52.217-9, Option to Extend the Term of the Contract. The Period of Performance shall be for 12 months, to commence the first day after the completion date of Option Period 2.

3001	<p>Project Management IAW PWS Paragraph 5.1 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.1 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
3001AA	Contractor Progress Status and Management Reports IAW PWS Paragraph 5.1.1.	12	EA	NSP	NSP

	<p>Due the fifth day of each month throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO, and CS.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3002	<p>Maintenance IAW PWS Paragraph 5.2 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.2 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
3002AB	<p>Emergency Management Program After Action Report IAW PWS Paragraph 5.2.1.</p> <p>Due 2 days after Emergency Maintenance Event.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	LO	NSP	NSP

	Acceptance: destination				
3002AD	<p>Battery Quarterly Progress Report IAW PWS Paragraph 5.2.3.</p> <p>Updated every 90 days during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
3002AE	<p>Cable Test Results IAW PWS Paragraph 5.2.1.</p> <p>Due 3 days after cable maintenance is complete.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
3003	<p>Software Support IAW PWS Paragraph 5.3 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.3 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	1	LO	NSP	NSP

3003AA	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8500 UMG Table 2- Entry #1 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AB	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #2 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AC	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: MA4000 Table 2- Entry #3 Electronic submission to:	1	EA	\$	\$

	VA PM, COR, CO Inspection: destination Acceptance: destination				
3003AD	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: GNAV Table 2- Entry #4 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AE	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: OW5000 Table 2- Entry #5 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AF	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date.	1	EA	\$	\$

	System: QueWorX Table 2- Entry #6 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
3003AG	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: UM8700 Table 2- Entry #7 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AH	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: UM8700 NeverFail Table 2- Entry #8 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AJ	SWA and OEM Verification IAW PWS	1	EA	\$	\$

	<p>Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: Call Recorder Table 2- Entry #9</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3003AK	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: MTS Call Accounting Table 2- Entry #10</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
3003AL	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 Table 2- Entry #11</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	EA	\$	\$

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
3003AM	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 Table 2- Entry #12</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
3003AN	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8100 Table 2- Entry #13</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
3003AP	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p>	1	EA	\$	\$

	System: OW5000 Table 2- Entry #14 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
3003AQ	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: QueWorX Table 2- Entry #15 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AR	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: Call Recorder Table 2- Entry #16 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AS	SWA and OEM Verification IAW PWS Paragraph 5.3.	1	EA	\$	\$

	<p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #17</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3003AT	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #18</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
3003AU	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #19</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	EA	\$	\$

	Acceptance: destination				
3003AV	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #20 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AY	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #21 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
3003AZ	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8300 Table 2- Entry #22	1	EA	\$	\$

	<p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3003BA	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #23</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
3003BB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #24</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
3003BC	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration</p>	1	EA	\$	\$

	<p>date.</p> <p>System: SV8300 Table 2- Entry #25</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
3004	<p>Operational Support IAW PWS Paragraph 5.4 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.4 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
3004AA	<p>Inventory Management Report IAW PWS Paragraph 5.4.4.</p> <p>Due 4 Months after contract award then updated every 6 months thereafter during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP

3005	<p>Contractor Staff Report IAW PWS Paragraph 6.2.2.</p> <p>Updated throughout the PoP as required.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
Option Period 3 Total					\$

Option Period 4

To be exercised in accordance with Federal Acquisition Regulations (FAR) 52.217-9, Option to Extend the Term of the Contract. The Period of Performance shall be for 12 months, to commence the first day after the completion date of Option Period 3.

4001	<p>Project Management IAW PWS Paragraph 5.1 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.1 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
4001AA	<p>Contractor Progress Status and Management Reports IAW PWS Paragraph 5.1.1.</p> <p>Due the fifth day of each</p>	12	EA	NSP	NSP

	<p>month throughout the PoP.</p> <p>Electronic submission to: VA PM, COR, CO, and CS.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4002	<p>Maintenance IAW PWS Paragraph 5.2 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.2 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	12	MO	\$	\$
4002AB	<p>Emergency Management Program After Action Report IAW PWS Paragraph 5.2.1.</p> <p>Due 2 days after Emergency Maintenance Event.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
4002AD	Battery Quarterly	1	LO	NSP	NSP

	<p>Progress Report IAW PWS Paragraph 5.2.3.</p> <p>Updated every 90 days during PoP.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4002AE	<p>Cable Test Results IAW PWS Paragraph 5.2.1.</p> <p>Due 3 days after cable maintenance is complete.</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	LO	NSP	NSP
4003	<p>Software Support IAW PWS Paragraph 5.3 and its associated subparagraphs.</p> <p>This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs.</p> <p>Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.3 and successful submission of all pertinent SLIN deliverables under this CLIN.</p>	1	LO	NSP	NSP
4003AA	SWA and OEM Verification IAW PWS	1	EA	\$	\$

	<p>Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 UMG Table 2- Entry #1</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4003AB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #2</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AC	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: MA4000 Table 2- Entry #3</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	EA	\$	\$

	Inspection: destination				
	Acceptance: destination				
4003AD	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: GNAV Table 2- Entry #4 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
4003AE	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: OW5000 Table 2- Entry #5 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
4003AF	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: QueWorX	1	EA	\$	\$

	<p>Table 2- Entry #6</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4003AG	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: UM8700 Table 2- Entry #7</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AH	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: UM8700 NeverFail Table 2- Entry #8</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AJ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p>	1	EA	\$	\$

	<p>12 months software assurance beginning upon current expiration date.</p> <p>System: Call Recorder Table 2- Entry #9</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4003AK	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: MTS Call Accounting Table 2- Entry #10</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AL	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8500 Table 2- Entry #11</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p>	1	EA	\$	\$

	Acceptance: destination				
4003AM	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8500 Table 2- Entry #12 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
4003AN	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: SV8100 Table 2- Entry #13 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	EA	\$	\$
4003AP	SWA and OEM Verification IAW PWS Paragraph 5.3. 12 months software assurance beginning upon current expiration date. System: OW5000 Table 2- Entry #14	1	EA	\$	\$

	<p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4003AQ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: QueWorX Table 2- Entry #15</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AR	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: Call Recorder Table 2- Entry #16</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AS	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning</p>	1	EA	\$	\$

	<p>upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #17</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4003AT	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #18</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AU	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #19</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AV	SWA and OEM	1	EA	\$	\$

	<p>Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #20</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>				
4003AY	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #21</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003AZ	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #22</p> <p>Electronic submission to: VA PM, COR, CO</p>	1	EA	\$	\$

	<p>Inspection: destination</p> <p>Acceptance: destination</p>				
4003BA	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #23</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003BB	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p> <p>System: SV8300 Table 2- Entry #24</p> <p>Electronic submission to: VA PM, COR, CO</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>	1	EA	\$	\$
4003BC	<p>SWA and OEM Verification IAW PWS Paragraph 5.3.</p> <p>12 months software assurance beginning upon current expiration date.</p>	1	EA	\$	\$

	System: SV8300 Table 2- Entry #25 Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination				
4004	Operational Support IAW PWS Paragraph 5.4 and its associated subparagraphs. This CLIN includes all labor, material, and reports required for the successful completion of the services detailed in this PWS Paragraph and the associated subparagraphs. Contractor may invoice monthly in arrears upon successful performance of PWS Paragraph 5.4 and successful submission of all pertinent SLIN deliverables under this CLIN.	12	MO	\$	\$
4004AA	Inventory Management Report IAW PWS Paragraph 5.4.4. Due 4 Months after contract award then updated every 6 months thereafter during PoP. Electronic submission to: VA PM, COR, CO Inspection: destination Acceptance: destination	1	LO	NSP	NSP
4005	Contractor Staff Report IAW PWS Paragraph	1	LO	NSP	NSP

	6.2.2. Updated throughout the PoP as required. Electronic submission to: VA PM, COR, CO. Inspection: destination Acceptance: destination				
Option Period 4 Total					\$
Total Contract Value					\$

B.3 PERFORMANCE WORK STATEMENT



PERFORMANCE WORK STATEMENT DEPARTMENT OF VETERANS AFFAIRS

**Office of Information & Technology
Veterans Affairs Health Care System (VAHCS)
Region 3**

**Bay Pines VAHCS Private Branch Exchange Maintenance and Operational
Support Services**

**Date: October 13, 2015
TAC-16-28853
PWS Version Number: 1.6**

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Service Delivery and Engineering, Field Operations Region 3, in support of the Veterans Health Administration (VHA) Bay Pines VA Health Care System (VAHCS) in VA Region 3 is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely, and compassionate manner. VA depends on Information Management/IT systems to meet mission goals.

This Performance Work Statement (PWS) defines the requirements for telecommunication systems maintenance and operational services for Private Branch Exchange (PBX) Voice Systems (VS) and all associated telephony peripheral equipment comprised of Original Equipment Manufacture NEC platforms, for Bay Pines VAHCS and outlying facilities' 18 locations, Health Care Centers (HCC), Outpatient Clinics (OPC), Community Based Outpatient Clinics (CBOC), Vet Centers, and other support locations throughout the west central coast of Florida.

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"
8. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www.va.gov/vapubs/>
9. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www.va.gov/vapubs>
10. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
11. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
12. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000
13. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services"

14. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
15. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
16. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004
17. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, 2012
18. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," March 10, 2015
19. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
20. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
21. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
22. VA Handbook 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
23. VA Handbook 6500.6, "Contract Security," March 12, 2010
24. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
25. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
26. OI&T ProPath Process Methodology (reference process maps at <http://www.va.gov/PROPATH/Maps.asp> and templates at <http://www.va.gov/PROPATH/Templates.asp>
NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
27. One-VA Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
28. National Institute Standards and Technology (NIST) Special Publications (SP)
29. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
30. VA Directive 6300, Records and Information Management, February 26, 2009
31. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010
32. OMB Memorandum, "Transition to IPv6", September 28, 2010
33. VA Directive 0735, HSPD-12 Program, February 17, 2011
34. VA Handbook 0735, HSPD-12 Program, March 20, 2014
35. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
36. OMB Memorandum 05-24, Implementation of HSPD-12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
37. OMB memorandum M-11-11, "Continued Implementation of HSPD-12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
38. OMB Memorandum, Guidance for HSPD-12 Implementation, May 23, 2008
39. Federal Identity, Credential, and Access Management Roadmap and Implementation Guidance, December 2, 2011

40. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
41. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
42. NIST SP 800-63-2, Electronic Authentication Guideline, August 2013
43. Draft NIST Special Publication 800-157, Guidelines for Derived PIV Credentials, March 2014
44. NIST Special Publication 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
45. Draft NIST Interagency Report 7981 Mobile, PIV, and Authentication, March 2014
46. VA Memorandum, VAIQ #7100147, Continued Implementation of Homeland Security Presidential Directive 12 (HSPD-12), April 29, 2011 (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>)
47. VA Memorandum, VAIQ # 7011145, VA Identity Management Policy, June 28, 2010 (reference Enterprise Architecture (EA) Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
48. IAM Identity Management Business Requirements Guidance document, May 2013, (reference EA Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
49. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013, https://www.fedramp.gov/files/2015/04/TIC_Ref_Arch_v2-0_2013.pdf
50. OMB Memorandum M-08-05, "Implementation of TIC", November 20, 2007
51. OMB Memorandum M-08-23, Securing the Federal Government's Domain Name System Infrastructure, August 22, 2008
52. VA Memorandum, VAIQ #7497987, Compliance – Electronic Product Environmental Assessment Tool (EPEAT) – IT Electronic Equipment, August 11, 2014 (reference Document Libraries, EPEAT/Green Purchasing Section, <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=552>)
53. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
54. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
55. Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," October 5, 2009
56. Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," January 24, 2007
57. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001
58. VA Directive 0058, "VA Green Purchasing Program", July 19, 2013
59. VA Handbook 0058, "VA Green Purchasing Program", July 19, 2013
60. Office of Information Security VAIQ #7424808 Memorandum, "Remote Access", January 15, 2014, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
61. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103
62. VA Directive 6071, PMAS, February 20, 2013

63. VA Memorandum, "Implementation of Federal PIV Credentials for Federal and Contractor Access to VA IT Systems", (VAIQ# 7614373) July 9, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
64. VA Memorandum "Mandatory Use of PIV Multifactor Authentication to VA Information System" (VAIQ# 7613595), June 30, 2015, <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>
65. VA Memorandum "Mandatory Use of PIV Multifactor Authentication for Users with Elevated Privileges" (VAIQ# 7613597), June 30, 2015; <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=28>

3.0 SCOPE OF WORK

The Contractor shall provide telecommunication network maintenance, and operational support services for existing VSs, and new VS installations covered by this PWS at Bay Pines VAHCS and outlying facilities' locations, HCC, OPC, CBOC, Veteran Centers, and other support locations throughout the Bay Pines VAHCS Region in Section 4.2 Place of Performance.

The Contractor shall perform routine maintenance, emergency maintenance, and preventive maintenance tasks as described below in accordance with Original Equipment Manufacturer (OEM) standards and best practices.

The Contractor shall perform operational support services as described below for inventory management, Moves, Adds, Changes, and Disconnects (MACD), and VS documentation. Contractor shall perform as Subject Matter Expert (SME) for system capacity, capabilities; recommend system improvements, and infrastructure requirements.

The Contractor shall provide software and operating system support for the existing VS software, including any OEM-sponsored modifications or revisions. The support provided shall consist of an OEM-sponsored Software Assurance (SWA) support program for all systems as described below.

The Contractor shall furnish all personnel, equipment (when applicable), tools, transportation, management and supervision necessary to perform all VS maintenance and operational support tasks and functions.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The Period of Performance shall be 12 months from date of award, with four 12-month option periods.

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

There are 10 Federal holidays set by law (USC Title 5 Section 6103) that VA follows. Emergency maintenance may be required on weekends and the holidays below:

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

4.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed in VA facilities listed below or any other location that is established within the Bay Pines VAHCS during contract performance. The Bay Pines VAHCS has a Northern and Southern hub & spoke concept with a Northern and Southern hub within each tier, as specified below. The Contractor shall be primarily located at the Bay Pines VAMC (Northern hub) and Lee County VA HCC (Southern hub) and shall be responsible for onsite maintenance services for all facilities (existing and planned) under the Bay Pines VAHCS region to include installations, closures (decommissions), and relocations. The Government does not anticipate decommissioning any systems during the period of performance; however, it does anticipate a minimum of one additional building to be added to the main campus (VAHCS Bay Pines) and this building will be part of the main facility's PBX.

Northern Tier Sites

1. VAHCS Bay Pines, 10000 Bay Pines Blvd, Bay Pines FL 33744
2. Franklin/Templeton, 140 Fountain Parkway, Suite 130, St. Petersburg FL 33716
3. PFS/BOS Largo, 8550 Ulmerton Road, Largo FL 33771
4. Palm Harbor CBOC, 35209 US Hwy 19 North, Palm Harbor FL 34684
5. Clearwater Veterans Center, 29259 US Hwy 19 North, Clearwater FL 33761
6. St. Petersburg Veterans Center, 6798 Crosswinds Drive North, St. Petersburg FL 33710
7. St. Petersburg CBOC, 840 Martin Luther King (MLK) Street North, St. Petersburg FL 33705
8. Sarasota CBOC, 5682 Bee Ridge Road, Suite 100, Sarasota FL 34233
9. Sarasota Veterans Center, 4801 Swift Road, Suite A, Sarasota FL 34231

10. Bradenton CBOC, Morgan Johnson Office Park, 5530 S.R. 64, Bradenton FL 34208
11. Readjustment Counseling (RCS) 450 Carillon Parkway Suite 150 St. Petersburg, FL 33716
12. OI&T Field Office (OIFO) 100 2nd Avenue South, St. Petersburg, FL 33701

Southern Tier Sites

13. Lee County VA HCC, 2489 Diplomat Parkway East, Cape Coral FL 33909
14. Naples CBOC, 2685 Horseshoe Drive South, Suite 101, Naples, FL 34104
15. Naples Veterans Center, 2705 Horseshoe Drive South, Suite 204, Naples, FL 34104
16. Fort Myers Veterans Center, 4110 Center Point Drive, Unit 204, Fort Myers FL 33916
17. Sebring CBOC, 5901 US Hwy 27 South, Sebring FL 33870
18. Port Charlotte CBOC, 4161 Tamiami Trail, Suite 401, Port Charlotte FL 33592

Although a normal work tour consists of Monday through Friday, 8 AM through 4:30 PM Eastern Standard Time excluding Federal Holidays, the onsite VA Telecommunications Manager will determine what may constitute a normal tour of 8 hours consistent with the operational hours or needs of the medical center. A normal tour of duty is as aforementioned unless otherwise notated in this PWS.

For informational purposes, historically, the Government required a minimum of four full time equivalents (FTE) for this effort: three FTEs located at Bay Pines VAMC (Northern hub) and one FTE located at Lee County VA HCC (Southern hub) to perform the work required under this PWS.

4.3 TRAVEL

The Government only anticipates travel to perform the tasks associated with the effort among the Bay Pines VAHCS facilities specified in Section 4.2 throughout the period of performance. Include all estimated travel costs in your firm-fixed price line items. These costs will not be directly reimbursed by the Government.

5.0 SPECIFIC TASKS AND DELIVERABLES

For the purposes of this PWS, the voice network includes all hardware, software, documentation, connectivity, and support devices associated with these systems. Items shall include PBX systems, interfaced ancillary systems such as Voice Mail Systems, Automated Attendant, Telecommunications Management Systems (TMS), special application servers and devices, telephone instruments, battery backup systems, system alarms, connection interfaces with other supported systems, and all equipment used to connect these devices.

Note: Where telephone system and PBX appear in the singular form, the requirement shall be for multiple VS for the sites listed. Telecommunications network and voice network is considered one and the same.

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 REPORTING REQUIREMENTS

The Contractor shall provide a monthly Contractor Progress Status and Management Report (CPSMR) in electronic form in Microsoft (MS) Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding month. CPSMR Reports shall include the following data elements:

- a. Project Name and contract number.
- b. Overview and description of the contract.
- c. Overall high-level assessment contract progress.
- d. All work in-progress and completed during the reporting period to include VS downtime, MACD orders, emergency calls, routine maintenance calls and service calls, actions and resolutions, service availability.
- e. Suggested or system improvements or changes made during the reporting period.
- f. Identification of any issues uncovered during the reporting period; especially those areas with a high probability of impacting VS operations, schedule, cost, or performance goals and description of their likely impact.
- g. Explanations for any unresolved issues, including possible solutions and any actions required of the Government and/or Contractor to resolve or mitigate any identified issue; this shall including a plan and timeframe for resolution.
- h. Status on previously identified issues, actions taken to mitigate the situation and/or progress made in rectifying the situation.
- i. Workforce staffing data showing all Contractor personnel performing on the effort during the current reporting period. After the initial labor baseline is provided, each CPSMR shall identify any changes in staffing identifying each person who was added to the contract or removed from the contract.

In addition to the above data elements, this report shall identify any problem instances that affected multiple system users during the previous month along with a description of how each problem was resolved. In the case where a problem has not been completely resolved, the Contractor shall provide a description of actions being taken to fix the problem and an anticipated date of problem remediation.

The Contractor shall keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverable:

A. CPSMR

5.1.2 TECHNICAL KICKOFF MEETING

The Contractor shall hold a technical kickoff meeting within 10 days after award. The Contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. The Contractor shall specify dates, locations (can be virtual), agenda (shall be provided to all attendees at least five calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three calendar days after the meeting). The Contractor shall invite the CO, Contract Specialist, Contracting Officers Representative (COR), and the VA Program Manager (PM).

Deliverable:

A. Technical Kickoff Meeting Minutes

5.2 MAINTENANCE

The Contractor shall provide maintenance and operational services to maintain all equipment. This maintenance may include software patches and updates as provided by the OEM. Contractor shall ensure that all onsite technicians are certified on the present telecommunications equipment and are able to directly contact OEM technical assistance. OEM certifications are required for direct contact with OEM technical assistance, and the Contractor shall ensure that all onsite technicians are certified on the present VS equipment and are able to directly contact OEM technical assistance. As additional new, upgraded (including newer model) VS equipment is installed by VA, the Contractor shall ensure its Site Technicians obtain the necessary OEM certification to support that additional VS equipment within 30 days of installation of the VS additional equipment.

The Contractor shall maintain and repair the existing voice network and associated peripheral equipment used by the voice network, i.e., voice mail system, etc. The Contractor shall ensure the voice network and associated peripheral equipment are operational with a 99.999% availability (excluding external data network related failures/problems).

The Contractor is responsible for complete knowledge of the space and cable pathway (equipment rooms, telephone closets, conduits, wire ways, etc.) at the VA sites and the Local Exchange Carrier entrance facilities. The Contractor shall provide replacement hardware of cabling and components on the PBX side of the Main Distribution Frame (MDF) that connects to the VS and terminates with PBX dial tone (PBX-to-MDF).

The Contractor shall perform all maintenance tasks in accordance with the OEM specifications. Contractor-provided maintenance coverage shall include all systems' hardware, software upgrades, software updates, and common equipment. Additionally,

if any station/trunk card, telephone instrument, power plant battery backup system, telephony server or any other system component fail, the Contractor shall replace the failed equipment/software with new, Contractor-provided equipment/software. See Attachment D: Site Equipment and Attachment A: Bay Face Layouts.

Attachment C: Site Equipment provides information on the equipment components located at each facility as well as a count of end-point equipment such as phones (both analog and digital), Internet Protocol phones, loud bells, loudspeaker horns, and spare equipment. Endpoint equipment counts are compiled from existing data. Attachment A BAY FACE LAYOUTS provides Voice Systems Bay Face layouts and telephony server information.

The Government acknowledges that from time to time some of the contracted equipment may not be readily available or may be permanently out of production. In the event that this occurs, the Contractor may request a one-time permanent substitution for software and hardware replacement items. Such requests must be made in writing to the COR and the following conditions met:

- a. The replacement item(s) must meet or exceed all manufacturer specifications.
- b. The replacement item(s) must be acceptable to the Contracting Officer or COR.
- c. The replacement item(s) must be approved in writing by the Contracting Officer or COR.

The Contractor shall contact and coordinate with the local telephone company regarding maintenance and installation of all maintained circuits and equipment. The Contractor shall obtain prior approval from the COR prior to any coordination with the telephone company.

The Contractor shall provide a contact phone number that is available 24 hours per day, seven days per week to VA to report maintenance issues including emergency maintenance, routine maintenance, and operation service. The Contractor shall also provide Escalation Procedures that detail the processes for how the Contractor and VA shall respond to unresolved issues.

Deliverable:

- A. Escalation Procedures

5.2.1 EMERGENCY MAINTENANCE

The voice network is a critical system and the availability of the system is essential for day-to-day operations of Bay Pines VAHCS facilities. The Contractor shall perform emergency maintenance on the voice network system. The Contractor shall provide support for all emergency service outages, 24 hours per day, 7 days per week, including holidays. The following events define critical events and any critical event shall require an emergency maintenance response:

- a. Failure or user trouble in Emergency Health Care Facilities; e.g., cardiac arrest teams, intensive care units, Emergency/Operating rooms.
- b. Failure of Common Control system, telecommunications power supply, signals generating unit, one or both central processing units and/or failure of any system component that affects more than eight end-users.
- c. Failure or user trouble of the Attendant console, Central Answering Position, or Attendant Telecommunication Devices and/or any Computer Telephony Interfaces.

After receipt of an emergency maintenance call for a critical event, a technician shall be on premises within two hours and have initiated troubleshooting and repair. Once initiated, the Contractor shall continue work until completed.

The Contractor shall contact the COR once the Contractor has determined what caused the critical failure event, provide and act upon the plan of action to correct the critical failure event. This plan of action can be a phone call or meeting. The Contractor is not responsible for notifying third party Points of Contacts unless it is a voice service provider.

If the voice network critical failure involves the PBX (telephone system) and the issue cannot be corrected within two continuous maintenance work hours, the Contractor shall activate the Bay Pines or Lee County contingency system. The COR at his/her discretion can direct the Contractor to activate the contingency systems prior to the conclusion of the two continuous maintenance work hours. For all other sites, the Contractor shall provide an alternate PBX. The alternate PBX shall be equipped for a minimum of 100 main station lines, two Primary Rate Interface (PRI) access lines and two Central Answering Positions. This alternate system shall be operational within 24 hours and shall provide emergency service to critical areas identified by the COR and coordinated with the VA site Director or his representative. The alternate/contingency system shall remain in place until the failed PBX is repaired or replaced and is fully functional, and in operations.

The Contractor shall provide the COR an Emergency Management Program After Action Report summarizing resolution to the emergency maintenance events. The Emergency Management Program After Action Report shall include a statement of the problem that caused the critical failure and all actions taken to resolve the problem. In addition, emergency maintenance calls, actions, and resolutions shall be documented in the CPSMR.

Deliverable:

- A. Emergency Management Program After Action Report

5.2.2 ROUTINE MAINTENANCE

The Contractor shall provide constant routine maintenance for the PBX system. A fault event that does not qualify as critical shall be addressed as a routine maintenance call. End-user one-on-one training for VS functions and features are considered part of routine maintenance. NOTE: Work Load History is provided under Attachment A – Workload Quantity Estimates. VA will enter a trouble ticket upon notification from the

end-user. After receipt of the trouble ticket, the Contractor shall initiate troubleshooting and complete repair per the Trouble Completion Timeline table shown below. The Contractor shall notify the COR immediately if routine maintenance repairs are expected to take longer than the Trouble Completion Timeline (see Table 1), and provide a timetable for resolution.

Any problem with the systems must be isolated and repaired by the Contractor. The Contractor shall troubleshoot the hardware, software, and communications/ancillary equipment to determine the best method of repair. If problems are found, the Contractor shall contact the site telecommunications manager and continue corrective measures until the problem is resolved.

The Contractor shall utilize Remedy, MS Outlook, SharePoint and/or similar system(s) used by VA to notify and track status of emergency and routine maintenance (trouble tickets). The total number of trouble tickets per location shall be recorded in the CPSMR.

Table 1 - Trouble Completion Timeline

Priority	Definition	Timeline for Completion
Critical	Widespread impact	Within two hours
High	Patient care software/system not functioning for a single user	Within four business hours
Medium	Priority without patient care	Within one business day
Low	All other issues	Within three business days

5.2.3 PREVENTIVE MAINTENANCE

The Contractor shall perform preventive maintenance services in accordance with the procedures and checklists defined by the OEM of the PBX or the manufacturer of the telephony peripheral products. The Contractor shall provide a detailed Preventive Maintenance Schedule, which identifies all preventive maintenance tasks and frequencies of those tasks.

The Contractor shall provide maintenance and monitoring of the PBX Direct Current power plant(s) and battery backup system(s). Maintenance shall include load, amperage, voltage testing of each battery and replacement of any failed component of the system to include batteries. The Contractor shall provide a Battery Quarterly Progress Report on the power plant and battery backup system to the COR. The Battery Quarterly Progress Report shall include all instrument measurements, including battery readings required by the manufacturer procedures, i.e., Voltage, Amperage, and Hydrometer, and shall note observed normal and abnormal conditions and any Contractor replacement of components.

All system data shall be the responsibility of the Contractor and must be protected from disaster loss by maintaining a copy of system backups at another VA location approved by the COR. The Contractor shall perform PBX system/working file backups and restorations on a weekly basis or when software revisions or major changes are made in order to protect from loss of systems and data. Backups shall be stored off-site (as

identified by the on-site Telecommunications Manager as per VA Disaster Recovery Plan procedures) as well as to a VA network drive. The Contractor at no cost to VA shall correct any loss from Contractor negligence. The Contractor shall analyze, identify, and notify the COR of local problems within the backup system. The Contractor shall correct local problems found within the backup system and assist the VA with corrections to non-local problems (e.g. VA network drives unavailable). The Contractor shall document all system backup activities in the CPSMR.

Deliverables:

- A. Preventive Maintenance Schedule
- B. Battery Quarterly Progress Report

5.2.4 CABLE MAINTENANCE

The Contractor shall maintain the existing cable distribution system (horizontal wiring, vertical wiring, Distribution Frames, and backbone cabling) at each site. NOTE: Work Load History is provided under Attachment A: Workload Quantity Estimates. Cabling consists of copper and optical fiber (single mode and multi-mode). The Contractor is responsible for complete knowledge of the space and cable pathway (equipment rooms, telephone closets, conduits, wire ways, etc.) at the VA sites and the Local Exchange Carrier entrance facilities. The Contractor shall provide replacement hardware of cabling and components on the PBX side of the MDF that connects to the VS and terminates with PBX dial tone (PBX-to-MDF). For failures of cabling and components on the distribution/access side, i.e., the non-PBX side of the MDF, the VA will provide replacement hardware. Gas tube protection devices are on all circuits and cable pairs serving Building Distribution Frames located in buildings other than the building in which the PBX is located or in any area served by an unprotected distribution system (manhole, aerial, etc.).

The Contractor shall meet the testing and acceptance requirements set forth in the specifications in Attachment B: Cabling Specifications for replacement and repair of copper and fiber optic cable. The Contractor shall be responsible for recording all test data. All test data will be submitted to the COR for approval in the form of a Cable Test Results document. All test and acceptance forms shall be submitted in both hard and soft copy (electronic). Soft copy shall be compatible with MS Word 7.0a or later or in MS Excel 7.0 or later. The Contractor shall provide Cable Test Results to the COR within 72 hours of cable maintenance or replacement according to the testing requirements detailed in Attachment B.

The Contractor shall conform to the standards specified in Attachment B of this PWS. Maintenance, repair, testing, and replacement of cable shall be in accordance with accepted Electronic Industry Association/ Telecommunications Industries Association EIA/TIA, Building Industry Consulting Service International and National Communications System standards and coordinated with the COR.

The Contractor shall document in the CPSMR activities in performance of this task.

Note that the intent of this section is to ensure the Contractor is aware of the status of the cabling system at all times. The Contractor shall inform VA of any issues with the

cabling infrastructure as they arise and shall make the necessary repairs with VA approval. 98% of the outside infrastructure of the cabling system for the outer buildings were replaced approximately 3 years ago.

Deliverables:

A. Cable Test Results

5.2.5 DOWNTIME

With the exception of Emergency Maintenance Calls, the Contractor shall plan scheduled downtime, upgrades, and any other disruption to the VS to occur during non-duty hours. Any scheduled downtime must be scheduled with the on-site Telecommunications Manager 30 days in advance through the COR. If advance scheduling is not possible, the Contractor shall provide three days written advance notice and obtain approval by the Facility Chief Information Office (FCIO), through the COR, before system shut down can occur.

5.3 SOFTWARE SUPPORT

The Contractor shall provide software support for the existing voice network software, including any OEM-sponsored modifications or revisions. The support provided shall consist of an OEM-sponsored SWA support program for all VS and telephony systems. The Contractor software support shall consist of installing software, completing modifications and revisions, maintaining software performance, and maintaining/updating the operating system software. The Contractor shall be responsible for all SWA at all sites whether currently in effect, expired, or set to expire, and shall be responsible to continue the subscription for all items throughout the life of the contract, at no additional cost to the Government, with the exception of systems that have reached the end of support by the manufacturer. See Table 2 SWA for information on systems that require continued subscriptions. The Contractor shall advise the COR of all software upgrades developed and offered by OEMs within 90 days of manufacturer release, and perform installation of upgrades upon approval by the COR. The Contractor shall document in the CPSMR all OEM software upgrades and releases installed in performance of this task. In addition, to comply with VA Continuous Readiness in Information Security Program (CRISP) standards and baselines, the Contractor shall install Operating System security and bug fix patches within the voice network. The Contractor shall coordinate with the COR for scheduled after-hour system downtimes for installation of software upgrades and patches. Historically, there are approximately four after-hours events (once a quarter) per year. Scheduled downtime shall be for all locations and all systems that require upgrades and patches. The Contractor shall document in the CPSRM all system upgrades and patching activities completed in performance of this task. Contractor shall provide verification of OEM valid SWA subscriptions for the following expired equipment:

Table 2- SWA					
Entry #	<u>OEM</u>	OEM Location ID	Name	End Date	System

1	NEC	000192905-001	VA-HCS Bay Pines	6/16/2016	SV8500 UMG
2	NEC	000106650-001	VA-HCS Bay Pines	6/16/2016	SV8300
3	NEC	000192905-001	VA-HCS Bay Pines	6/16/2016	MA4000
4	NEC	000192905-001	VA-HCS Bay Pines	6/16/2016	GNAV
5	NEC	000192905-001	VA-HCS Bay Pines	6/16/2016	OW5000
6	NEC	000192905-001	VA-HCS Bay Pines	6/16/2016	QueWorX
7	NEC	000192905-001	VA-HCS Bay Pines	6/16/2016	UM8700
8	NEC	000192905-001	VA-HCS Bay Pines	6/16/2016	UM8700 NeverFail
9	DVS	000106650-001	VA-HCS Bay Pines	6/16/2016	Call Recorder
10	MTS	000106650-001	VA-HCS Bay Pines	6/16/2016	MTS Call Accounting
11	NEC	000046031-002	VA-HCS Franklin Templeton	6/16/2016	SV8500
12	NEC	000032791-001	VA-HCS Cape Coral	6/16/2016	SV8500
13	NEC	000115444-001	VA-HCS-Cape Coral	6/16/2016	SV8100
14	NEC	000032791-001	VA-HCS Cape Coral	6/16/2016	OW5000
15	NEC	000032791-001	VA-HCS Cape Coral	6/16/2016	QueWorX
16	DVS	000032791-001	VA-HCS Bay Pines	6/16/2016	Call Recorder
17	NEC	000023399-002	VA-HCS-OPC Sarasota	6/16/2016	SV8300
18	NEC	000023399-003	VA-HCS-OPC Palm Harbor	6/16/2016	SV8300
19	NEC	000023399-004	VA-HCS OPC St. Petersburg	6/16/2016	SV8300
20	NEC	000023399-005	VA-HCS-OPC Bradenton	6/16/2016	SV8300
21	NEC	000094188-001	VA-HCS Sebring	6/16/2016	SV8300
22	NEC	000094190-001	VA-HCS Port Charlotte	6/16/2016	SV8300
23	NEC	000094257-001	VA-HCS-OPC Naples	6/16/2016	SV8300
24	NEC	000187985-001	VA-HCS-PFS-Largo	6/16/2016	SV8300

25	NEC	000196011-001	VA-HCS OIFO	6/16/2016	SV8300
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Deliverables:

- A. SWA NEC 000192905-001 SV8500 UMG OEM Verification
- B. SWA NEC 000106650-001 SV8300 OEM Verification
- C. SWA NEC 000192905-001 MA4000 OEM Verification
- D. SWA NEC 000192905-001 GNAV OEM Verification
- E. SWA NEC 000192905-001 OW5000 OEM Verification
- F. SWA NEC 000192905-001 QueWorX OEM Verification
- G. SWA NEC 000192905-001 UM8700 OEM Verification
- H. SWA NEC 000192905-001 UM8700 NeverFail OEM Verification
- I. SWA DVS 000106650-001 Call Recorder OEM Verification
- J. SWA MTS 000106650-001 MTS Call Accounting OEM Verification
- K. SWA NEC 000046031-002 SV8500 OEM Verification
- L. SWA NEC 000032791-001 SV8500 OEM Verification
- M. SWA NEC 000115444-001 SV8100 OEM Verification
- N. SWA NEC 000032791-001 OW5000 OEM Verification
- O. SWA NEC 000032791-001 QueWorX OEM Verification
- P. SWA DVS 000032791-001 Call Recorder OEM Verification
- Q. SWA NEC 000023399-002 SV8300 OEM Verification
- R. SWA NEC 000023399-003 SV8300 OEM Verification
- S. SWA NEC 000023399-004 SV8300 OEM Verification
- T. SWA NEC 000023399-005 SV8300 OEM Verification
- U. SWA NEC 000094188-001 SV8300 OEM Verification
- V. SWA NEC 000094190-001 SV8300 OEM Verification
- W. SWA NEC 000094257-001 SV8300 OEM Verification
- X. SWA NEC 000187985-001 SV8300 OEM Verification
- Y. SWA NEC 000196011-001 SV8300 OEM Verification

5.4 OPERATIONAL SUPPORT

Operational Support as used in this document refers to the efforts required of the Contractor to sustain all voice network MACD. Operational Support include relocation of voice network equipment, conducting inventory, providing end-user training, system documentation and report preparation and SME for systems capacity expansion planning, existing systems capabilities; recommend system improvements and infrastructure.

5.4.1 MACD

The Contractor shall perform voice network MACD. Voice network MACD tasks include site relocation and telephone station/identification relocation, additions, Changes, and removal within the facilities due to movement of personnel, workstations, and changes in day-to-day business requirements.

The Telecommunication Manager shall notify the Contractor of MACD to be done, and the Contractor shall initiate services within three working days after receipt of VA notification and, if necessary, VA provided equipment. The Contractor shall complete

the follow-on MAC services within three business days of notification. The Contractor shall utilize Remedy, MS Outlook, SharePoint, and similar system(s) used by VA to notify and track status of MACD orders.

VA will provide all equipment, components, hardware, and software needed to perform MACD orders. The Contractor shall summarize all MACD activities in the CPSMR.

5.4.2 SYSTEM END-USER TRAINING

The Contractor shall provide on the job training demonstrations for the employees of the Bay Pines VAMC covering features, capabilities, and function of the Voice Systems. Training requirements include Automatic Call Distribution (ACD) Supervisor and Agent training on features, reporting capabilities, real-time applications, desktop agent, and call recording; end-user telephone and voicemail capabilities and feature access training. The Contractor shall provide training once each quarter upon request from the Bay Pines VAMC Telecommunications Manager or his/her designee. The request will include type of Voice system(s) to be covered in the training session. The training shall be conducted in a VA provided classroom setting quarterly with up to 25 people. The Contractor shall deliver to VA Telecommunications Manager or his/her designee OEM-provided Training Materials and User Manuals in electronic format (Adobe Portable Data Format (PDF) or MS Word).

5.4.3 SYSTEM IMPROVEMENTS

The Contractor acting as SME shall identify and recommend technological advances, obsolescence changes, or other improvements to the voice system that will meet a business requirement, improve efficiency, reduce required maintenance, or otherwise lower costs to VA to include application upgrades or replacements. Contractor shall provide details on how their proposed improvements fulfill one or more of the above stated goals. As part of Contractor proposed improvement shall submit rough order of magnitude cost proposal and complete bill of materials required to implement improvements. The Contractor shall document recommendations in the CPSMR.

During performance of this contract, upgrades, VS system capacity expansion, new capabilities, and functions can and do occur with changes in technologies and Government day-to-day business requirements, through either this contract or another by the VA, the current incumbent Contractor, or a third party Contractor. As these occur, they shall become part of the system and shall be supported by the Contractor as specified by the maintenance and operational tasks and sub-tasks within this PWS. The Contractor shall document this activity in the CPSMR. Based on historical overall growth the VA anticipates 10% annual capacity expansion.

During performance of this contract, when work is performed by a third party vendor as part of this contract or through another contracting agreement, the Contractor shall provide requisite support to VA and/or the third party vendor for all voice network equipment and all associated peripheral equipment. The Contractor shall document this activity in the CPSMR.

The Contractor shall install and maintain additions to the existing system, to include hardware/software/ports, other system components, common equipment,

station/trunk/cards and associated devices; the Contractor shall install and make additional capacity operational. When expansion of the existing system requires additional equipment, parts, licenses, cable, or cabling hardware the Government will provide those items. The Contractor is responsible for furnishing all personnel, equipment, tools, shop materials, transportation, management supervision and other items and services necessary to perform all tasks associated with the installation of the additional capacity. Once these additions are completed, they shall become part of the system and shall be supported by the Contractor as specified by the maintenance and operational support tasks within this PWS. The Contractor shall document this activity in the CPSMR.

The Contractor shall also document in the CPSMR recommendations on voice network status, including anticipated end-of-life and potential upgrade components.

5.4.4 INVENTORY MANAGEMENT

All voice network components and peripherals are accountable. The Contractor shall develop and maintain sufficient inventory controls for all voice network software, hardware, and peripherals. The Contractor shall inventory all telephone system equipment with the presence of VA Telecommunications Manager and deliver an Inventory Management Report on a semi-annual basis. The Inventory Management Report shall be updated on an on-going basis as new, upgrades and decommissioning of systems on the voice network occur. The Contractor shall provide recommendations for upgrading voice network components, including OEM equipment-associated software, e.g., end of life or expiration, as part of the Inventory Management Report. The Inventory Management Report shall describe:

1. All software licenses, hardware profiles, and peripheral profiles
2. Installed hardware, the location, software release, card types, and firmware release levels for circuit boards.
3. Listing of spare telecommunications equipment, the type of equipment, location equipment.
4. End-of-life analysis
5. Patch and key code information
6. Serial numbers and security IDs

Deliverable:

- A. Inventory Management Report

5.4.5 DOCUMENTATION AND REPORTS

Continuity of Operations is a high priority for VA and accurate up to-date documentation on mission critical voice networks is a must. This documentation is part of the CRISP. The Contractor shall provide and maintain, using various electronic and printed formats i.e., MS Word, MS Excel, MS Visio, and Adobe Portable Document Format (PDF), all voice network documentation stored at COR-specified location(s). Updates and changes to these documents shall be considered as an ongoing activity; the Contractor shall update existing systems documentation after system changes have occurred. Equipment Bay Face layout(s) and associated information are subject to change, and

as a result, the Contractor shall incorporate and provide pertinent updates to the Voice Network Description document and update the existing site-specific end user telephone equipment lists, and Voice Network Diagram to address changes. The following information shall be kept updated in existing documents:

1. Port counts including breakouts for all Time Division Multiplex (TDM), Phantom and Virtual Ports
2. Common and Peripheral Equipment/Cabinet Maps in Bay Face format
3. Details of interface connection points for third party equipment connection
4. Details of communication service-provider circuits for both voice and data circuits
5. Functional details of all equipment types at each location with the date the equipment was placed in-service, last upgrade, system block diagrams, and site-specific Bay Face layout diagrams

VS and telephony systems functions include a reporting module with predefined reports and the ability to create Ad-Hoc reports using various electronic formats i.e., MS Word, MS Excel, MS Visio, and Adobe PDF. The Contractor shall provide reports generated by the various systems. These reports shall be provided on a predetermined schedule and on-demand. The Contractor shall initiate report generation for ad hoc and on-demand reports within one business day of notification. Request for ad hoc and on-demand reports are generated and tracked by Remedy, MS Outlook, MS SharePoint, or a similar VA-utilized order tracking system.

5.5 TRANSITION PLAN (OPTIONAL TASK)

The Contractor shall provide a Transition Plan for 30 days of outgoing transition for transitioning work from the current contract to a follow-on contract/order or Government entity three months prior to the end of the period of performance. This transition may be to a Government entity or to another Contractor or to the incumbent Contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall plan and implement a complete transition from this contract to a successful provider. This shall include formal coordination with Government staff and successor staff and management. It shall also include delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall include, but is not limited to:

1. Coordination with Government representatives
2. Review, evaluation and transition of current support services
3. Transition of historic data to new Contractor system
4. Transfer of stewardship of VA-owned hardware warranties and software licenses (if applicable)
5. Transfer of all necessary business and/or technical documentation
6. Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes
7. Upon direction of the Contracting Officer, the Contractor shall provide for disposition of Contractor purchased Government owned assets, (if applicable)

8. Upon direction of the Contracting Officer, the Contractor shall transfer Government Furnished Equipment (GFE) and Government Furnished Information, and GFE inventory management assistance
9. Turn-in of all government keys, ID/access cards, and security codes

Deliverables:

- A. Transition Plan

5.6 CERTIFICATE OF MAINTAINABILITY (OPTIONAL TASK)

If this Optional Task is exercised by VA, the Contractor shall issue, within five business days, a "Certificate of Maintainability" for any or all equipment acquired and maintained under this PWS.

The Certificate shall state that preventive maintenance, in accordance with the specifications of the OEM, has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest) commits that it would assume maintenance of the equipment (or the OEM certifies that the equipment is eligible for maintenance) (including repair or inspection charge) if such maintenance were assumed effective the date after the Contractor's performance ceases.

Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this requirement, or should any equipment fail to perform in accordance with the certification for any reason, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level. The Contractor shall be liable for the cost of maintenance from the date after the Contractor's performance ceases for a period of 30 days after.

Deliverable:

- A. Certificate of Maintainability

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK

The Contractor shall support the VA enterprise management framework. In association with the framework, the Contractor shall comply with OI&T TRM (One-VA TRM). One-VA TRM is one component within the overall EA that establishes a common vocabulary and structure for describing the information technology used to develop, operate, and maintain enterprise applications. One-VA TRM includes the Standards Profile and Product List that collectively serves as a VA technology roadmap. Architecture, Strategy, and Design (ASD) has overall responsibility for the One-VA TRM.

The Contractor shall ensure Commercial Off-The-Shelf product(s), software configuration and customization, and/or new software are PIV-enabled by accepting HSPD-12 PIV credentials using VA Enterprise Technical Architecture (ETA), <http://www.ea.OI&T.va.gov/EAOI&T/OneVA/EAETA.asp>, and VA Identity and Access

Management (IAM) approved enterprise design and integration patterns, http://www.techstrategies.OI&T.va.gov/docs_design_patterns.asp. The Contractor shall ensure all Contractor delivered applications and systems are compliant with VA Identity Management Policy (VAIQ# 7011145), Continued Implementation of Homeland Security Presidential Directive 12 (VAIQ#7100147), and VA IAM enterprise identity management requirements (IAM Identity Management Business Requirements Guidance document), located at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>. The Contractor shall ensure all Contractor delivered applications and systems provide user authentication services compliant with NIST Special Publication 800-63, VA Handbook 6500 Appendix F, "VA System Security Controls", and VA IAM enterprise requirements for direct, assertion based authentication, and/or trust based authentication, as determined by the design and integration patterns. Direct authentication at a minimum must include Public Key Infrastructure based authentication supportive of PIV and/or Common Access Card (CAC), as determined by the business need. Assertion based authentication must include a SAML implementation. Additional assertion implementations, besides the required SAML assertion, may be provided as long as they are compliant with NIST 800-63 guidelines. Trust based authentication must include authentication/account binding based on trusted HTTP headers. The Contractor solution shall conform to the specific Identity and Access Management PIV requirements are set forth in OMB Memoranda M-04-04 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy04/m04-04.pdf>), M-05-24 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-24.pdf>), M-11-11 (<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2011/m11-11.pdf>), National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 201-2, and supporting NIST Special Publications.

The Contractor solution shall support the latest Internet Protocol Version 6 (IPv6) based upon the directive issued by the OMB on September 28, 2010 (<https://cio.gov/wp-content/uploads/downloads/2012/09/Transition-to-IPv6.pdf>) & (<http://www.cybertelecom.org/dns/ipv6usg.htm>). IPv6 technology, in accordance with the USGv6: A Technical Infrastructure for USGv6 Adoption (<http://www.nist.gov/itl/antd/usgv6.cfm>) and the NIST SP 800 series applicable compliance (<http://csrc.nist.gov/publications/PubsSPs.html>), shall be included in all IT infrastructures, application designs, application development, operational systems and sub-systems, and their integration. All public/external facing servers and services (e.g. web, email, DNS, ISP services, etc.) shall support native IPv6 users, including all internal infrastructure and applications shall communicate using native IPv6 operations. Guidance and support of improved methodologies which ensure interoperability with legacy protocol and services, in addition to OMB/VA memoranda, can be found at <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=282>.

The Contractor solution shall meet the requirements outlined in Office of Management and Budget Memorandum M08-05 mandating Trusted Internet Connections (TIC) (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-05.pdf>), M08-23 mandating Domain Name System Security (NSSEC) (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-23.pdf>), and shall comply with the Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0 https://www.fedramp.gov/files/2015/04/TIC_Ref_Arch_v2-0_2013.pdf.

The Contractor IT end user solution that is developed for use on standard VA computers shall be compatible with and be supported on the standard VA operating system, currently Windows 7 (64bit), Internet Explorer 11 and MS Office 2010. In preparation for the future VA standard configuration update, end user solutions shall also be compatible with Office 2013 and Windows 8.1. However, Office 2013 and Windows 8.1 are not the VA standard yet and are currently not approved for use on the VA Network, but are in-process for future approval by OI&T. Upon the release approval of Office 2013 and Windows 8.1 individually as the VA standard, Office 2013 and Windows 8.1 will supersede Office 2010 and Windows 7 respectively. Applications delivered to the VA and intended to be deployed to Windows 7 workstations shall be delivered as a signed .msi package and updates shall be delivered in signed .msp file formats for easy deployment using System Center Configuration Manager VA's current desktop application deployment tool. Signing of the software code shall be through a vendor provided certificate that is trusted by the VA using a code signing authority such as Verizon/Cybertrust or Symantec/VeriSign. The Contractor shall also ensure and certify that their solution functions as expected when used from a standard VA computer, with non-admin, standard user rights that have been configured using the United States Government Configuration Baseline specific to the particular client operating system being used.

The Contractor shall support VA efforts in accordance with the PMAS that mandates all new VA IT projects/programs use an incremental development approach, requiring frequent delivery milestones that deliver new capabilities for business sponsors to test and accept functionality. Implemented by the Assistant Secretary for IT, PMAS is a VA-wide initiative to better empower the OI&T Project Managers and teams to meet their mission: delivering world-class IT products that meet business needs on time and within budget.

The Contractor shall utilize ProPath, the OI&T-wide process management tool that assists in the execution of an IT project (including adherence to PMAS standards). It is a one-stop shop providing critical links to the formal approved processes, artifacts, and templates to assist project teams in facilitating their PMAS-compliant work. ProPath is used to build schedules to meet project requirements, regardless of the development methodology employed.

6.2 SECURITY AND PRIVACY REQUIREMENTS

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
Low / Tier 1	Tier 1 / National Agency Check with Written Inquiries (NACI) A Tier 1/NACI is conducted by Office of Personnel Management (OPM) and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), Federal Bureau of Investigation (FBI) name

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
	check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate / Tier 2	Tier 2 / Moderate Background Investigation (MBI) A Tier 2/MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High / Tier 4	Tier 4 / Background Investigation (BI) A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) For a Tier 1/Low Risk designation:
 - a) OF-306
 - b) DVA Memorandum – Electronic Fingerprints
 - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
 - a) OF-306
 - b) VA Form 0710
 - c) DVA Memorandum – Electronic Fingerprints
- f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the OPM Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this

contract, the Contractor shall be responsible for all resources necessary to remedy the incident.

- i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or “Closed, No Issues” finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed “Contractor Rules of Behavior.” However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- l. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

- A. Contractor Staff Roster

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels	Surveillance Method
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Performance Objective	Performance Standard	Acceptable Performance Levels	Surveillance Method
1. Technical Needs	Shows understanding of requirements Efficient and effective in meeting requirements Meets technical needs and mission requirements Offers quality services/products	Satisfactory or higher	Performance Assessment
	Telephone System Operation. The telephone system performance of reliability is 99.999% in each year of maintenance.	Total cumulative down time per year is less than .88 hours.	Performance Assessment
	Software Support. The Voice systems software upgrades and patches.	Systems are maintained at the latest OEM release and security patches.	Performance Assessment
2. Project Milestones and Schedule	Quick response capability Products completed, reviewed, delivered by due date 100% of the time Notifies customer in advance of potential problems	Satisfactory or higher	Performance Assessment
3. Project Staffing	Currency of expertise Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher	Performance Assessment
	Emergency Response Time. Contractor initiate emergency PBX repairs on-site within 2-hours of notification.	100% of all occurrences per year	Performance Assessment
	Routine Response Time. Contractor initiate routine PBX repairs on-site within 24-hours of notification	95% of all occurrences per contract year	Performance Assessment
	Operational Support Service. Contractor provides follow-on service within 5 working days of written receipt, completion as specified in work order	95% of all occurrences per contract year.	Performance Assessment

Performance Objective	Performance Standard	Acceptable Performance Levels	Surveillance Method
	Troubleshooting and Repair. All telephone stations are working properly	No more than 2 customer complaints monthly.	Performance Assessment
	Preventive Maintenance. Contractor performs all preventive maintenance according to PBX, battery system and any other ancillary equipment manufacturer defined schedule.	All maintenance tasks performed according to preventative maintenance schedule.	Performance Assessment
4. Value Added	Provided valuable service to Government Services/products delivered were of desired quality	Satisfactory or higher	Performance Assessment
	Training and User Support. All users have adequate training to effectively use their telephone instruments.	No more than 2 customer complaints monthly.	Performance Assessment
	Inventory Management. All telephone system(s), accessories, and peripherals are accounted for	No more than 1 customer complaints monthly.	Performance Assessment

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

6.5 FACILITY/RESOURCE PROVISIONS

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other

means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

VA may provide remote access to VA specific systems/network in accordance with VA Handbook 6500, which requires the use of a VA approved method to connect external equipment/systems to VA's network. Citrix Access Gateway (CAG) is the current and only VA approved method for remote access users when using or manipulating VA information for official VA Business. VA permits CAG remote access through approved Personally Owned Equipment (POE) and Other Equipment (OE) provided the equipment meets all applicable 6500 Handbook requirements for POE/OE. All of the security controls required for GFE must be utilized in approved POE or OE. The Contractor shall provide proof to the COR for review and approval that their POE or OE meets the VA Handbook 6500 requirements and VA Handbook 6500.6 Appendix C, herein incorporated as Addendum B, before use. CAG authorized users shall not be permitted to copy, print or save any VA information accessed via CAG at any time. VA prohibits remote access to VA's network from non-North Atlantic Treaty Organization (NATO) countries. The exception to this are countries where VA has approved operations established (e.g. Philippines and South Korea). Exceptions are determined by the COR in coordination with the Information Security Officer (ISO) and Privacy Officer (PO).

This remote access may provide access to VA specific software such as Veterans Health Information System and Technology Architecture (VistA), ClearQuest, ProPath, Primavera, and Remedy, including appropriate seat management and user licenses, depending upon the level of access granted. The Contractor shall utilize government-provided software development and test accounts, document and requirements repositories, etc. as required for the development, storage, maintenance and delivery of products within the scope of this effort. The Contractor shall not transmit, store or otherwise maintain sensitive data or products in Contractor systems (or media) within the VA firewall IAW VA Handbook 6500.6 dated March 12, 2010. All VA sensitive information shall be protected at all times in accordance with VA Handbook 6500, local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this PWS. The Contractor shall ensure all work is performed in countries deemed not to pose a significant security risk. For detailed Security and Privacy Requirements (additional requirements of the contract consolidated into an addendum for easy reference) refer to

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, **CONSOLIDATED** and
ADDENDUM B - VA INFORMATION AND INFORMATION SYSTEM
SECURITY/PRIVACY LANGUAGE.

6.6 GOVERNMENT FURNISHED PROPERTY

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to accomplish the tasks associated with this PWS. The Government will provide access to VA Project Management tools and repositories including Remedy and SharePoint. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

A1.0 Cyber and Information Security Requirements for VA IT Services

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard PWS language, conditions, laws, and regulations. The Contractor's firewall and web server shall meet or exceed VA minimum requirements for security. All VA data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA PM and VA ISO as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.

Contractor supplied equipment, PCs of all types, equipment with hard drives, etc. for contract services must meet all security requirements that apply to GFE and Government Owned Equipment. Security Requirements include: a) VA Approved Encryption Software must be installed on all laptops or mobile devices before placed into operation, b) Bluetooth equipped devices are prohibited within VA; Bluetooth must be permanently disabled or removed from the device, c) VA approved anti-virus and firewall software, d) Equipment must meet all VA sanitization requirements and procedures before disposal. The COR, CO, the PM, and the ISO must be notified and verify all security requirements have been adhered to.

Each documented initiative under this contract incorporates VA Handbook 6500.6, "Contract Security," March 12, 2010 by reference as though fully set forth therein. The VA Handbook 6500.6, "Contract Security" shall also be included in every related agreement, contract or order. The VA Handbook 6500.6, Appendix C, is included in this document as Addendum B.

Training requirements: The Contractor shall complete all mandatory training courses on the current VA training site, the VA TMS, and will be tracked therein. The TMS may be accessed at <https://www.tms.va.gov>. If you do not have a TMS profile, go to <https://www.tms.va.gov> and click on the "Create New User" link on the TMS to gain access.

Contractor employees shall complete a VA Systems Access Agreement if they are provided access privileges as an authorized user of the computer system of VA.

A2.0 VA EA Compliance

The applications, supplies, and services furnished under this contract must comply with One-VA EA, available at <http://www.ea.OI&T.va.gov/index.asp> in force at the time of issuance of this contract, including the Program Management Plan and VA's rules, standards, and guidelines in the Technical Reference Model/Standards Profile (TRMSP). VA reserves the right to assess contract deliverables for EA compliance prior to acceptance.

A2.1. VA Internet and Intranet Standards

The Contractor shall adhere to and comply with VA Directive 6102 and VA Handbook 6102, Internet/Intranet Services, including applicable amendments and changes, if the Contractor's work includes managing, maintaining, establishing and presenting information on VA's Internet/Intranet Service Sites. This pertains, but is not limited to: creating announcements; collecting information; databases to be accessed, graphics and links to external sites.

Internet/Intranet Services Directive 6102 is posted at (copy and paste the following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2

Internet/Intranet Services Handbook 6102 is posted at (copy and paste following URL to browser): http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2

A3.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

A3.1. Section 508 – Electronic and Information Technology (EIT) Standards

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.section508.gov/acquisition-regulations>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- ☐ § 1194.21 Software applications and operating systems
- ☐ § 1194.22 Web-based intranet and internet information and applications
- ☒ § 1194.23 Telecommunications products
- ☐ § 1194.24 Video and multimedia products
- ☐ § 1194.25 Self contained, closed products
- ☒ § 1194.26 Desktop and portable computers
- ☒ § 1194.31 Functional Performance Criteria
- ☒ § 1194.41 Information, Documentation, and Support

A3.2. Equivalent Facilitation

Alternatively, offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

A3.3. Compatibility with Assistive Technology

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

A3.4. Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for 508 Compliance before delivery. The Contractor shall be able to demonstrate 508 Compliance upon delivery.

Automated test tools and manual techniques are used in the VA Section 508 compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

A4.0 Physical Security & Safety Requirements:

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be

procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A5.0 Confidentiality and Non-Disclosure

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA CO will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA CO for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA CO.
5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment

wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.

6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
7. Contractor must adhere to the following:
 - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
 - b. Controlled access to system and security software and documentation.
 - c. Recording, monitoring, and control of passwords and privileges.
 - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
 - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
 - f. Contractor PM and VA PM are informed within 24-hours of any employee termination.
 - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
 - h. Contractor does not require access to classified data.
8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

A6.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," dated October 5, 2009; Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," dated January 24, 2007; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, Federal Energy Management Program (FEMP) designated, low standby power, and

EPEAT registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at www.energystar.gov/products (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at https://www4.eere.energy.gov/femp/requirements/laws_and_requirements/energy_star_and_femp_designated_products_procurement_requirements. The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at www.epeat.net. The acquisition of Silver or Gold EPEAT registered products is encouraged over Bronze EPEAT registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers Copiers, Multi-Function Devices, Scanners, Fax Machines, Digital Duplicators, Mailing Machines)
3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

**ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM
SECURITY/PRIVACY LANGUAGE**

APPLICABLE PARAGRAPHS TAILORED FROM: *THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE, VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010*

B1. GENERAL

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates (e.g. Business Associate Agreement, Section 3G), the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The Contractor or Subcontractor must notify the CO immediately when an employee working on a VA system or with access to VA information is reassigned or

leaves the Contractor or Subcontractor's employ. The CO must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

2. VA information should not be co-mingled, if possible, with any other data on the Contractors/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA CO within 30 days of termination of the contract.

4. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made

for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

6. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.05, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

8. The Contractor/Subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

9. The Contractor/Subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA minimum requirements. VA Configuration Guidelines are available upon request.

10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA CO for response.

11. Notwithstanding the provision above, the Contractor/Subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA CO for response.

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

N/A

B5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

N/A

B6. SECURITY INCIDENT INVESTIGATION

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and PO for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.

b. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/Subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

B7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/Subcontractor processes or maintains under this contract.

b. The Contractor/Subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other

unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:
 - a) date of occurrence;
 - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- 3) Number of individuals affected or potentially affected;
- 4) Names of individuals or groups affected or potentially affected;
- 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- 6) Amount of time the data has been out of VA control;
- 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8) Known misuses of data containing sensitive personal information, if any;
- 9) Assessment of the potential harm to the affected individuals;
- 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- 11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- 1) Notification;
- 2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- 3) Data breach analysis;
- 4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- 5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- 6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B8. SECURITY CONTROLS COMPLIANCE TESTING

N/A

B9. TRAINING

a. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

1) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* course (TMS #10176) and complete this required privacy and security training annually; Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems.

2) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

b. The Contractor shall provide to the CO and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and electronically sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

SECTION C - CONTRACT CLAUSES

C.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

FAR
Number
 52.204-4

Title
 PRINTED OR COPIED DOUBLE-SIDED ON
 RECYCLED PAPER

Date
 MAY 2011

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR 2015
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.245-1	GOVERNMENT PROPERTY	APR 2012
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992

(End of Clause)

C.3 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☒ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.6 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice—Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

(End of Clause)

C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions*. As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.10 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment A- Workload Quantity Estimates.

See attached document: Attachment B Cabling Specifications.

See attached document: Attachment C- Site Equipment.

See attached document: Attachment D- Bay Face Layouts.

SECTION E - SOLICITATION PROVISIONS

E.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	DEC 2014
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate,

and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.5 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [] does not [] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [] have not [] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically

disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished

product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least

51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph

(c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian,

or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The

offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability

because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.8 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veterans Affairs

Technology Acquisition Center

23 Christopher Way
Eatontown NJ 07724
Mailing Address:

Department of Veterans Affairs

Department of Veterans Affairs

Department of Veterans Affairs

Department of Veterans Affairs

Department of Veterans Affairs Department of Veterans Affairs 07724

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If

ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.13 BASIS FOR AWARD

A. BASIS FOR AWARD

Any award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three following evaluation Factors: Technical, Past Performance, and Price. The Technical Factor is significantly more important than the Past Performance Factor, which is slightly more important than the Price Factor. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor. The non-Price Factors combined are significantly more important than the Price Factor. Offerors are cautioned that the award may not necessarily be made to the lowest price offered or the most highly rated technical proposal. The Government intends to award a single contract under this acquisition.

B. FACTORS TO BE EVALUATED

1. TECHNICAL
2. PAST PERFORMANCE
3. PRICE

C. EVALUATION APPROACH - All proposals shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the following:

a. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

b. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

2. PAST PERFORMANCE EVALUATION APPROACH.

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one whose subcontract is for more than 20% of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

The Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

3. PRICE/COST EVALUATION APPROACH.

Fixed Price: The Government will evaluate offers by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

E.14 PROPOSAL SUBMISSION INSTRUCTIONS

PROPOSAL SUBMISSION

1. INTRODUCTION

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via the Virtual Office of Acquisition Proposal Dashboard at <https://www.voa.va.gov/> in the files set forth below. Files shall not contain classified data, and File sizes shall not exceed 100MB. The Offeror's proposal shall consist of five (5) volumes. The Volumes are I -Technical, II – Past Performance, III – Price, IV – Veterans Involvement, and V - Solicitation, Offer, and Award Documents. The use of hyperlinks or embedded attachments in proposals is prohibited. Offerors are required to register for the Vendor Portal in order to ensure timely transmission of their proposals to the Government. Once registered, vendors can click on the Proposal Dashboard link and within that link click on Add Proposal to open up the form to upload files. The Proposal Type drop down field should be changed to VA118-16-R-0883 to reflect the solicitation being proposed against. For registration or technical issues concerning proposal submission, contact voahelp@va.gov. **WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror's proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.**

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. All files must be capable of being searched for text. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be

separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. File Packaging. All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

c. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations*
Volume I	Technical	Tech.pdf	20
Volume II	Past Performance	Past Perf.pdf	None
Volume III	Price	Price.xls	None
Volume IV	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

A Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government.

See also FAR 52.212-1, Instructions to Offerors – Commercial Items, which will be incorporated into the Solicitation.

(i) VOLUME I – TECHNICAL FACTOR. Offerors shall propose a detailed approach that addresses the following:

1. The Offeror shall provide its detailed approach to executing the requirements of Performance Work Statement (PWS) paragraph 5.2, 5.3, and 5.4. In doing so, the Offeror shall detail its staffing approach, to include the proposed labor

categories, hours, and mix to provide coverage for the 18 facilities in the Bay Pines VAHCS.

2. The Offeror shall provide details for its approach to provide the required support in PWS 5.2.1 Emergency Maintenance requirement.

(ii) VOLUME II – PAST PERFORMANCE FACTOR.

Offerors shall submit an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS paragraph number.

(iii) VOLUME III– PRICE FACTOR

The Offeror shall complete the Schedule of Supplies/Services of the solicitation.

Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two (2) decimal places and requires the unit prices and total prices to be displayed as two (2) decimal places. Ensure that the two (2)-digit unit price multiplied by the item quantity equals the two (2)-digit total item price (there should be no rounding).

All Offerors should propose using an estimated award date of December 25, 2015.

(iv) VOLUME V - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated.

Offerors are hereby advised that any Offeror-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award. Additionally, terms and conditions stated elsewhere in the Offeror's proposal will not be included in any resultant contract, and may render the Offeror's proposal Unacceptable, and thus ineligible for award.